the cases in which such bills have been allowed have presented merely the question of the proper method of exercising the police power of the city after the passage of an ordinance applicable to the nuisance at issue. *New Orleans* v. *Lambert*, 14 La. Ann. 247; *Village of Pine City* v. *Munch*, 42 Minn. 342. It is submitted that an injunction should always issue at the suit of a municipality in the proper exercise of its police power, though not when based solely upon the property rights of the public.

PARTNERSHIP — DISSOLUTION — RIGHT OF LIQUIDATING PARTNER TO COMPENSATION. — A and B were partners. A held title to certain lands in trust for the firm and other investors. On a dissolution of the firm, A was permitted by the receiver to continue the partnership investment. *Held*, that for his services he can have no compensation out of the partnership funds. *Ruggles* v. *Buckley*, 175 Fed. 57 (C. C. A., Sixth Circ.).

A partner is under an obligation to render his services to the firm in firm business, and in the absence of an express or implied agreement can demand no compensation therefor. *Roach* v. *Perry*, 16 Ill. 37. By the better view, this includes the obligation to wind up the firm on its dissolution by death, or otherwise. *Dunlap* v. *Watson*, 124 Mass. 305; *Smith* v. *Knight*, 88 Ia. 257. *Contra*, *Bradley* v. *Chamberlin*, 16 Vt. 613. If, however, the liquidating partner rightfully continues the business and makes profits, he is doing more than the partnership agreement requires, and if the other partner or his representatives elect to take the profits produced by the capital left by them in the business, they should allow compensation for services. *Moore* v. *Rawson*, 185 Mass. 264, 199 Mass. 493; *Cameron* v. *Francisco*, 26 Oh. St. 190; *O'Neill* v. *Duff*, 11 Phila. (Pa.) 244; *Re Aldridge*, [1894] 2 Ch. 97. The court in the principal case rests its decision largely on the fact that no new venture was entered upon. This seems hardly an adequate reason. See *Griggs* v. *Clark*, 23 Cal. 427. The decision may, however, be supported on the ground that the services for which compensation was sought were rendered in administering the trust lands, and not in administering the only partnership property left in the plaintiff's hands — namely, the interest of the partnership as a *cestui* therein.

POLICE POWER — REGULATION OF BUSINESS AND OCCUPATION — COMPULSORY INCORPORATION OF BANKS. — A state statute required all persons engaged in banking to incorporate within three months. By earlier statutes incorporated banks were regulated more in detail than banking firms and individuals. At least three persons had to associate to form a corporation. *Held*, that the statute is not unconstitutional. *Weed* v. *Bergh*, 124 N. W. 664 (Wis.). See NOTES, p. 629.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — EXCLUSIVE TELEPHONE CONTRACT. — A contract between two telephone companies gave each the exclusive right to have transmitted over its lines all messages coming from the lines of the other, destined to points on the lines of the connecting company. *Held*, that the contract is void. *Home Telephone Co.* v. *Granby & Neosho Telephone Co.*, 126 S. W. 773 (Mo.).

For a discussion of the principles involved, see 23 HARV. L. REV. 54.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — NECESSITY FOR NOTICE OF WITHDRAWAL AFTER EXPIRATION OF FRANCHISE. — After the expiration of its franchise, a water-supply company continued to supply water with the acquiescence of the municipality. Thereafter the company gave notice of its intent immediately to withdraw from service. The company then sought to enjoin the city from interfering with the removal of the plant. *Held*, that the relation existing between the city and the water company can be terminated at will

by either party and any interference will be enjoined. *Laighton* v. *City of Carthage*, 175 Fed. 145 (Circ. Ct., S. W. D. Mo.).

A city may be given the power to grant a franchise. *Los Angeles Water Co.* v. *Los Angeles*, 88 Fed. 720. When a company whose franchise has expired continues operations for some time with the consent of such a city, a grant of a franchise is implied. *Cedar Rapids Water Co.* v. *Cedar Rapids*, 118 Ia. 234. See *Cincinnati Ry. Co.* v. *Cincinnati*, 44 N. E. 327 (Oh.) The relation thus created, being of uncertain length, can be terminated by either party. But while it exists the company remains a public service company and is subject to all the obligations incident thereto. It must continue to serve all at reasonable rates and is subject to regulation. *Cedar Rapids Water Co.* v. *Cedar Rapids*, *supra*. Public service in general involves also the duty to give reasonable notice of withdrawal from service. See 16 HARV. L. REV. 363, 555–566. In the case of a water-supply company it would seem that the city must be given a reasonable time to procure a substitute. The expiration of the franchise might well be a sufficient notice to the city, if the company chose to withdraw at that time. But if it continues to operate thereafter and if we assume, as the court does, that it is not acting illegally in so doing, there appears to be no good reason for releasing it from the duty to give due notice of its withdrawal. The very undesirable result of the principal case seems unsupportable.

RULE AGAINST PERPETUITIES — SEPARABLE LIMITATIONS IN TRUST FOR SALE. — A testator left property to trustees to pay the income to his children for life, each child having a power to appoint to his or her prospective wife or husband for life. Upon the death of the last surviving child and of such wives and husbands as should take, the trustees were directed to sell. None of the children ever exercised the power. *Held*, that the trust for sale is valid. *In re Davies & Kent's Contract*, 45 L. J. 206 (Eng., Ch. D., Feb. 17, 1910).

In England a trust for sale which may become operative only after lives in being and twenty-one years is void under the rule against perpetuities. *Goodier* v. *Edmunds*, [1893] 3 Ch. 455; *In re Appleby*, [1903] 1 Ch. 565. The period is reckoned to the time when the trust becomes operative, so that, even though the trust for sale may be regarded as a vested interest, it is nevertheless assailable as a perpetuity. See *Goodier* v. *Edmunds*, *supra; In re Daveron*, [1893] 3 Ch. 421. In the principal case, inasmuch as one of the children might have married and appointed to a person not born at the death of the testator, the trust for sale might not have become operative within the required limits. Nevertheless it is held good, seemingly by separating the limitation into two limitations, in one of which the trust for sale is to take effect on the death of the survivor of the children in the event of no appointment being made. Such a limitation would be valid. This must be regarded as an exception to the rule that a gift expressed in one limitation cannot be divided unless separable in its terms. See GRAY, RULE AGAINST PERPETUITIES, 2 ed., §§ 331, 338.

TAXATION — COLLECTION AND ENFORCEMENT — EQUITY JURISDICTION. — A *bonâ fide* holder of a duly authorized county bond, having obtained judgment against the county, which by various devices had succeeded in evading payment, filed a bill in equity against the defendant railroad which was a taxpayer of the county. He alleged that the assessment of the defendant's property towards the payment of the judgment created a lien in his favor which he was entitled to foreclose. The defendant demurred on the ground that the tax could be recovered only by the proper local official, as provided by statute. *Held*, that the demurrer must be sustained. *Preston* v. *Chicago, St. L. & N. O. R. Co.*, 175 Fed. 487 (Circ. Ct., W. D. Ky.).

Since a special remedy of another nature was provided by the state legislature, the court properly refused to allow a suit by the creditor in his own name. *Oliver*